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ADOPTED
MARCH 29, 1990

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND DEVELOPMENT
MARIA FARIA, SENIOR PROJECT MANAGER

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56
REQUEST AUTHORIZATION TO CONVEY VARIOUS PARCELS TO THE
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (MBTA) AND
FURTHER AUTHORIZATION TO RESCIND WITHOUT PREJUDICE THE
FINAL DESIGNATION OF THE MBTA FOR A PORTION OF PARCEL
RR-4B, LOCATED AT 2, 3 AND 4 CARLETON STREET

SUMMARY: THIS MEMORANDUM REQUESTS AUTHORIZATION FOR THE DIRECTOR
TO EXECUTE APPROPRIATE LAND DISPOSITION AGREEMENTS AND
DEEDS WITH THE MBTA CONVEYING VARIOUS PARCELS IN FEE
AND EASEMENT, AND FURTHER AUTHORIZATION TO RESCIND
WITHOUT PREJUDICE THE FINAL DESIGNATION OF THE MBTA FOR
A PORTION OF PARCEL RR-4B, LOCATED AT 2, 3 AND 4
CARLETON STREET IN THE SOUTH END URBAN RENEWAL AREA.

As part of the Southwest Corridor Project and construction of the new Orange Line, the Boston Redevelopment Authority (BRA) authorized rights of entry to the Massachusetts Bay Transportation Authority (MBTA) for various parcels of land in the South End Urban Renewal Area, Project No. Mass. R-56 (see "Attachment A" for a list of these parcels) on September 4, 1980.

The above-referenced parcels of land were incorporated into the 52-acre Southwest Corridor linear park, which is to be maintained by the Metropolitan District Commission. The development of this park was substantially completed in 1987.

On June 25, 1987, the BRA granted the MBTA final designation as the redeveloper of these various parcels of land. The Director was authorized at that time to execute appropriate Land Disposition Agreements (LDAs) and Deeds conveying these parcels to the MBTA, said transfer conditioned upon the enactment by the Massachusetts Legislature of a transfer and maintenance agreement by and between the MBTA and the MDC. The above-referenced LDAs and Deeds were to be in the BRA's usual form and were to include such terms and conditions as the Director deems appropriate and in the best interests of the BRA.

As requested by the BRA at its June 25, 1987 Board of Directors meeting, the MBTA and MDC have drafted and executed a transfer and maintenance agreement, and legislation is currently pending which will authorize execution of said document (see "Attachment C").

It is therefore recommended that the Director be authorized to execute appropriate land disposition agreements and deeds with the MBTA conveying the parcels listed on "Attachment A" in fee and easement.

Upon completion of the development of the Southwest Corridor park, it was determined that a portion of Parcel RR-4B (located at 2, 3 and 4 Carleton Street) is not needed by the MBTA or the MDC (see "Attachment D" and "Attachment E"). The owners of homes at 217-223 West Newton Street, whose properties abut Parcel RR-4B have approached the BRA to express their interest in acquiring the surplus portion of said parcel not needed as part of the park development. These abutters are interested in acquiring said land for redevelopment as landscaped open space and resident parking (see "Attachments F through K").

As the "surplus" portion of Parcel RR-4B is "landlocked" and not accessible to a public way, BRA staff recommends continuing negotiations with the owners of 217-223 West Newton Street aimed at eventually designating these abutters as redevelopers of the above-referenced parcel. So that this might be possible, it is recommended that the designation of the MBTA a redeveloper of a portion of Parcel RR-4B be rescinded without prejudice.

Appropriate votes follow:

VOTED: That the Director is hereby authorized to execute appropriate Land Disposition Agreements and Deeds with the Massachusetts Bay Transportation Authority conveying the various parcels referenced in "Attachment A" in fee and easement, said documents to be in the BRA's usual form and to include any terms and conditions as the Director deems appropriate and in the best interests of the BRA;

AND

VOTED: That the Director is hereby authorized to rescind without prejudice the designation of the Massachusetts Bay Transportation Authority as redeveloper of the portion of Parcel RR-4B located at 2, 3 and 4 Carleton Street and indicated in "Attachment E."

ATTACHMENTS

- A. List of Parcels to be conveyed to MBTA
- B. Map of Parcels to be conveyed to MBTA
- C. Transfer Agreement between the MBTA and the MDC
- D. Letter from MBTA indicating no need for a portion of Parcel RR-4B
- E. Map of Parcel RR-4B
- F. Letter from Joseph J. Demty
- G. Letter from James J. Sullivan
- H. Letter from Paul Pedulla
- I. Letter from Boris V. Marchegiani
- J. Letter from Paul Pedulla and Joe Haley
- K. Letter from the Cosmopolitan Neighborhood Association

SOUTHWEST CORRIDOR

LIST OF PUBLICLY OWNED PARCELS

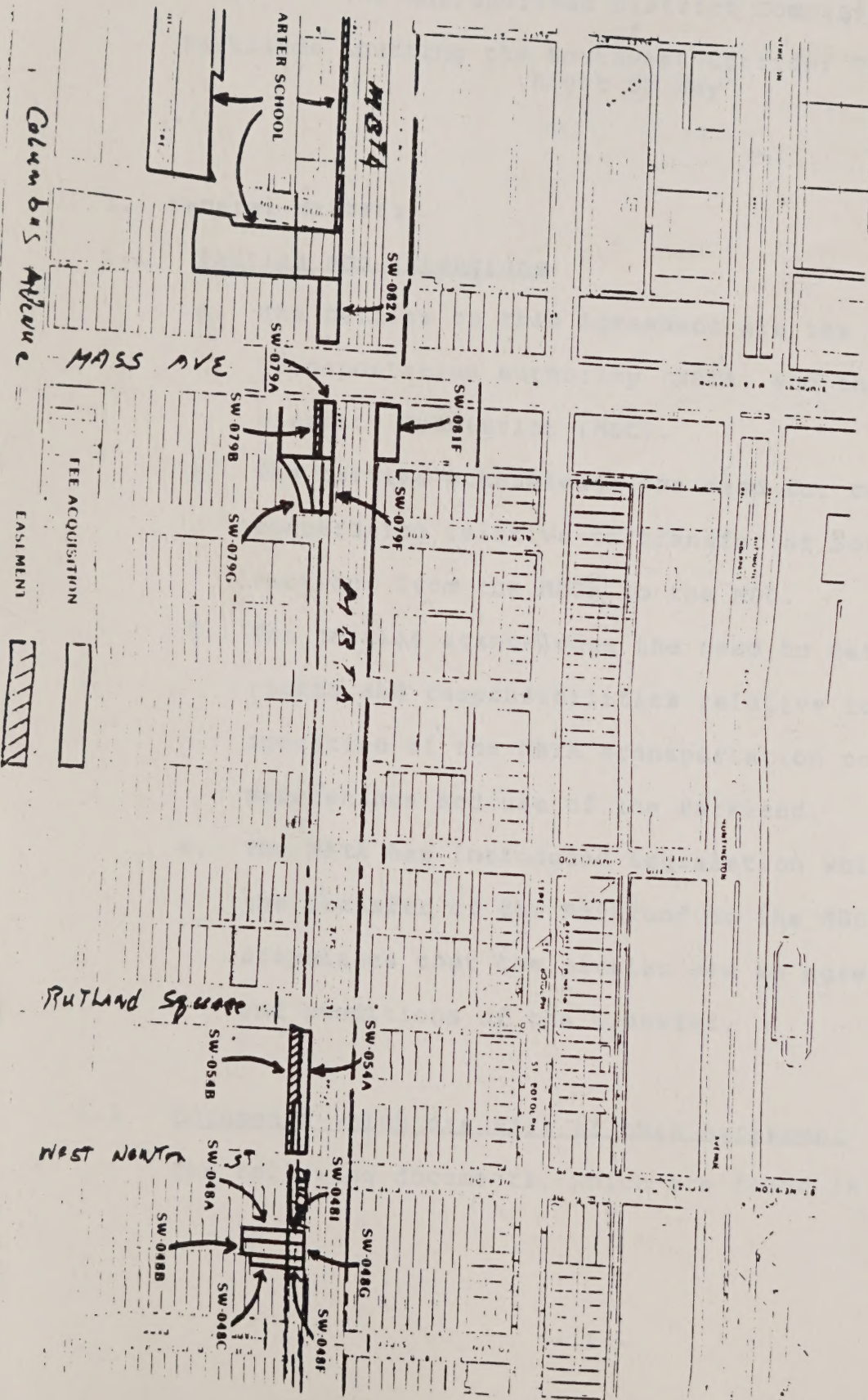
TO BE ACQUIRED BY TRANSFER OR EMINENT DOMAIN

FOR PARKLAND (P) OR OTHER TRANSPORTATION (O) PURPOSES

Owner: Boston Redevelopment Authority

Parcels	48F (P)	1958	4 Carleton St.
	48G (P)	833	3 Carleton St.
	48I (P)	494	2 Carleton St.
	54 (P)	10574	218-226 W. Newton St.
	79A (O)	1703	390-400 Mass. Ave.
	79B (O)	997	390-400 Mass. Ave. (easement)
	79F (P)	4128	32 Wellington St.
	81G (O)	1498	374-380 Mass. Ave.
	82A (O)	3000	389-393 Mass. Ave.
	PB-4A (O)	8575	Carter School
	PB-4B (O)	3084	Carter School (easement)
	Tract I-1 (P)	36946	Carter School
	Tract I-2 (P)	17899	Carter School

ATTACHMENT B
PARCELS TO BE CONVEYED TO MBTA



AGREEMENT

Transfer of Properties
from
The Massachusetts Bay Transportation Authority
to
The Metropolitan District Commission
of
Parklands' Abutting the Southwest Corridor Transportation
Right of Way

I. General Matters**1.1 Parties and Intentions**

- A. The parties to this Agreement are the Massachusetts Bay Transportation Authority (MBTA) and the Metropolitan District Commission (MDC).
- B. The parties acknowledge the need for continuing cooperation relative to transfer of Southwest Corridor Parkland from the MBTA to the MDC.
- C. The parties acknowledge the need to define each party's rights and responsibilities relative to the on going operation of the MBTA transportation corridor and maintenance and use of the Parkland.
- D. The MBTA has introduced Legislation which authorizes the transfer of the Parkland to the MDC, and which stipulates that the parties are to agree upon the terms and conditions of the transfer.

1.2 Documents which are Part of this Agreement

The following documents, which are found in the Appendices,

are part of this Agreement and are incorporated herein by reference.

Appendix A - Proposed Legislation.

Appendix B - Parcel Disposition Plans.

Appendix C - Final Limit Plans, identified as "Massachusetts Bay Transportation Authority Southwest Corridor Project Parkland Limit Plan" prepared by Kaiser Engineers, Inc./Fay, Spofford and Thornkike Engineers, Boston, Dated June, 1989, consisting of 17 pages.

Appendix D - Parcels to be Acquired.

Appendix E - Irrigation System.

Appendix F - Electricity.

Appendix G - Excerpts from Agreement between MBTA, MTA and UIDC.

Appendix H - Conservation Restriction.

Appendix I - Green Strip Agreement with Northeastern University.

1.3 Abutting Parcels

There are a number of parcels that the MBTA owns that abut the Parkland and the transit corridor that are not needed for transportation or Parkland purposes. The MBTA will dispose of these parcels consistent with the 1979 SWCP Development Plan and with UMTA requirements, as applicable.

II. The Parkland

2.1 Definition

The Parkland consists of approximately 52 acres commencing at West Canton and Harcourt Streets in Boston and extending

to a point south of the Forest Hills Transit Station, in Jamaica Plain. It is described more fully in the Final Limit Plans, Appendix C. The Parkland either abuts the transit and railroad corridor or is located on a deck (herein "Deck") above the transit and railroad right-of-way.

2.2 MBTA's Title to Property

The MBTA has acquired or will acquire title or other interests to all property that is the subject of the transfer to the MDC. MBTA will provide to MDC on January 1 of each year annual title status updates for parcels still to be transferred to MDC, as listed in Appendix D until transfer is complete.

2.3 Improvements to Parkland

The MBTA has made improvements to the Parkland using funds provided in part by the Urban Mass Transportation Administration, (UMTA). The MBTA warrants and represents and the MDC may rely upon such warranties and representations that the MBTA has obtained the approval of UMTA where required or necessary for all conveyances and expenditures.

2.4 Improvements After Transfer

- A. The MBTA will make best efforts to build the so-called Parkland Connector between Franklin Park and the Parkland.

subject to finding and to the agreement by the City of Boston to make the land available.

- B. MBTA shall install and maintain certain art works in the Parkland, the approximate locations of which are shown on Appendix C.

III. Transfer of Parcels

The Parkland shall be transferred to the MDC either in fee simple, as easements, or under licenses, all as shown on the Final Limit Plans in Appendix C.

Parcels on the Deck ("Deck Parcels") and certain other parcels will be transferred as easements to the MDC to maintain as open space. Open space as used herein may include moveable structures; however, no vendors shall be allowed within 100 feet of any MBTA Station.

3.1 Fee Simple

For those parcels that the MBTA will transfer in fee simple, the MBTA will convey all of its right, title, and interest to the MDC to use as open space subject to the following conditions and reservations:

- A. The MBTA shall reserve to itself permanent easements in the Parkland parcels for access for maintenance of transportation facilities, emergency egress, and utilities purposes, and the right at any time to construct future transportation projects, as defined in

Chapter 161A of the General Laws, and to have a reconveyance of land necessary therefor.

- B. The Commonwealth, the City of Boston and agencies thereof shall have permanent access upon proper notice when and where necessary for the purpose of inspecting, maintaining, repairing, cleaning, and removing snow from streets, alleyways, sidewalks and street bridges under their ownership and control; and for inspecting, maintaining, repairing and cleaning of street drainage facilities, lighting systems, and water supplies.
- C. The abutters and general public shall have vehicular and pedestrian access to Carleton Street, Claremont Street and adjacent alleyways as designated on Final Limit Plans.
- D. The MBTA shall reserve for the City of Boston the right to remove snow, repair and maintain the surface and repair lighting fixtures on Carleton and Claremont Streets. If the City wishes to lay out Carleton and Claremont Streets as public ways, MBTA or MDC will not object.
- E. The MBTA's conveyance is subject to any restrictions or reservations placed on the conveyance by the Legislation.

3.2 Permanent Easement for Deck Parcels

The MBTA grants to the MDC the right and obligation to operate and maintain the Deck Parcels as open space. The

MDC shall be responsible for care and control of the easements on the Deck Parcels, extending to a depth of no more than two (2) feet below the surface, subject to the following restrictions.

- A. Except for Carleton and Claremont Streets, vehicular traffic shall be limited to police or emergency cars and light maintenance trucks. ~
- B. No filling or excavation or penetration beyond two feet deep below the surface, shall be performed without written approval of the MBTA.
- C. No large growth vegetation shall be planted or structures erected over the deck section without prior written approval from the MBTA. Large growth is defined as any tree or plant that would have a trunk diameter or caliper, measured at breast height, excess of four (4) inches.
- D. No blasting will be permitted.
- E. No salt or chemicals will be used on the Deck Parcels except for fertilizers and pesticides which are not detrimental to the Deck.
- F. Prior written approval must be obtained from the MBTA's Chief Engineer before any construction is performed on the Deck Parcels, except that such approval shall not be required for the repair of existing facilities, subject to 3.2 (B) herein.
- G. The MBTA reserves the right to disturb any and all elements on the Deck Parcels at any time to insure the

integrity of the transit structure, subject to its obligation to restore. MBTA shall notify MDC reasonably in advance of any major maintenance or repair projects affecting the Deck.

- H. The MDC's easement for open space is subject to the MBTA's right to maintain the deck structure and transit corridor including emergency exit hatches; to pass and repass over the Deck; to construct future transportation projects as defined herein and to have a release of easements if necessary for such purpose; and to any other restrictions the Legislature may place on the conveyance.

3.3 Permanent Easement for Parcel SW-843

MBTA grants to MDC an easement for the use of Parcel SW-843 as open space. Parcel SW-843, which consists of an entry to the Parkland and access to the transit right-of-way, is above the Stony Brook culvert which is owned in fee by the Boston Water and Sewer Commission. The MDC's use of SW-843 for open space shall be subject to such reasonable restrictions as may be placed on the MBTA by virtue of the Legislation.

3.4 Preparation of Instruments of Conveyance

The MBTA will prepare all instruments of conveyance, including deeds, grants of easement, and licenses. These instruments will include the necessary description and

detail to define clearly all rights and responsibilities that the parties have agreed upon relative to the transfer.

3.5 Effective Date of Final Title Transfer

The transfer of title will occur upon the completion of the following items:

- A. Passage of the Parkland Legislation substantially as set forth in Appendix A;
- B. The drafting of all instruments of conveyance by MBTA; and delivery to the MDC 45 days prior to final transfer;
- C. The preparation of the Parcel Disposition Plans, substantially as shown in Appendix B; and delivery to MDC 45 days before transfer;

Notwithstanding any delay in the passage of the Legislation provided for in (A) above, the parties shall be fully bound by all the provisions of this Agreement to the same extent as if said Legislation had been enacted.

IV. **Parcels to be Licensed to the MDC**

There are certain parcels in the Southwest Corridor which the MBTA will not convey to the MDC, but as to which MBTA hereby grants MDC a license as set forth below. For the purpose of this Agreement, the term "maintenance of plant material" means watering, mowing, fertilizing, thatching,

pruning, mulching, seeding, rolling, leaf raking, replacement of dead plant material and maintenance of the irrigation system.

4.1 Copley Place

The MBTA grants to the MDC a license to engage in Parkland special events in the Deck area from Dartmouth Street to Harcourt Street, subject to the rights of the MBTA and the Massachusetts Turnpike Authority and their assignees which rights are expressed in Appendix G. No commercial activities may be allowed on this portion of the Deck without the consent in writing of MBTA.

4.2 Green Strip

There are several parcels of land along Columbus Avenue, owned either by Northeastern University or by MBTA, which form a Green Strip connecting the Parkland from Melnea Cass Boulevard to Camden Street, shown cross-hatched on the Final Limit Plans. The Green Strip is subject to the restrictions set forth in Appendix H and Appendix I. MBTA hereby grants to MDC the right to use said Green Strip in accordance with said documents, and also assigns to MDC its rights to enforce the said restrictions on behalf of MBTA and the public.

4.3 Ruggles Street Station Area (Melnea Cass Blvd. to Ruggles Street along Columbus Avenue)

The MBTA grants to the MDC a license to utilize the land shown crosshatched on Appendix C, for park purposes, and an easement for a bicycle path as shown on said plan, or as said bicycle path may be relocated in accordance with development plans for the area. The MBTA will be responsible for all repairs and maintenance except as hereinafter set forth; supplying electricity for parkland style lighting; and supplying water for the irrigation system, including payment for backflow preventer inspections. The MDC will be responsible for the maintenance of all plant material in this area. MDC will maintain and repair parkland-style benches and trash receptacles, parkland style lights and the irrigation system including the backflow preventer. MDC will also be responsible for maintenance and repair of the bicycle path which shall include snow removal. For further details on irrigation and electricity, see Appendices E&F.

4.4 Jackson Square Support Building Area

MBTA hereby grants a license to MDC for plant material maintenance over the utility bridge shown cross-hatched on Appendix C at the station support building at Jackson Square. The MBTA will be responsible for snow removal and all other maintenance and repairs in front of the garage

door at the station support building as shown cross-hatched on Appendix C. MDC hereby grants to MBTA a license for the foregoing.

4.5 Green Street Station

MBTA hereby grants to the MDC a license for plant material maintenance at Green Street Station as shown crosshatched on the Final Limit Plans.

4.6 Forest Hills Station

This Area is bounded by New Washington Street on the West; Hyde Park Avenue on the East; Ukraine Way (Crossover Street) on the South; and Casey Overpass on the North. It is to be devoted to transit and park purposes.

Under Legislation adopted in 1982, the MDC is to grant to MBTA the fee to the area in which the MBTA transit tunnel is located. MBTA will then convey to MDC an easement as shown on the Land Disposition Plan for maintenance of the Casey Overpass structure.

Within the crosshatched areas, as shown on Appendix C, the MDC will be responsible for all plant material maintenance; plant bed and granite seat wall repair; repair of the irrigation system, benches and trash receptacles; and the maintenance and repair of parkland style lighting. The MBTA will be responsible for all other repairs and maintenance; trash and litter pickup; paved area cleaning and snow removal; supplying electricity for all parkland

style lighting; and the irrigation controller which is connected to the electric meter located within the transit station. The MBTA will also be responsible for supplying water to the irrigation system. For further details regarding irrigation and electricity responsibilities, see Appendix E and F.

MDC and MBTA hereby grant each other appropriate licenses to accomplish the foregoing.

The MBTA will also assist the MDC in locating an information kiosk in the station the structure of which will be provided by the MDC; the kiosk may be used to direct visitors to recreational areas in the vicinity.

V. Transit Station Areas

Notwithstanding transfer to MDC pursuant to this Agreement, MDC's responsibilities in the areas of Stony Brook Station, Jackson Square Station, Roxbury Crossing Station, Mass Ave. Station, and Green Street Station shall be limited to the crosshatched areas shown on the Final Limit Plans, and shall consist only of the following:

1. Plant material maintenance.
2. Irrigation maintenance.
3. Parkland-style lighting fixture maintenance.
4. Repair of trash receptacles.
5. Repair of benches.
6. Payment of electricity and water bills except where connections are to MBTA systems.

MBTA's responsibilities shall consist of the following:

- (1) all repairs and maintenance not listed above,
- (2) trash and litter pickup, and
- (3) paved area cleaning and snow removal.

For further details regarding irrigation and electric responsibilities, see Appendices E and F.

To the extent necessary, MDC and MBTA hereby grant each other appropriate licenses to accomplish the foregoing.

VI. Maintenance and Repair

6.1 Notification

the MBTA will make its best efforts to notify the MDC of major maintenance and repair projects on the Parkland. In all instances, the MBTA will restore any Parkland or Parkland improvements injured as a result of the exercise of its rights reserved pursuant to Section III of this Agreements within a reasonable time. The term restore shall mean providing such construction and landscape services that will return the Parkland and Parkland improvements substantially to the conditions that existed prior to the maintenance or repair project.

6.2a Irrigation and Water Supply

See Appendix E.

6.2b Electricity for Parkland-Style Lighting Fixtures & Irrigation Controllers

See Appendix F.

6.3 Utilities

MBTA shall reserve easements for utilities as shown on the Disposition Plans. Utilities companies shall have the right to access their utility lines and other appurtenances, wherever located in the Parkland or on the Deck Parcels, for repair and maintenance and restoration. MBTA shall require all private utility companies to fully restore the Parkland after any disruption, and shall reimburse the MDC if MDC incurs any costs of restoration following disruption by any public utility entity.

6.4 Utility Maintenance

The MDC shall be responsible for maintaining water pipes, catch basins, drainage structures, facilities and all interconnecting pipes from their locations within the Parkland limits to the service lines in the streets.

VII. Other Responsibilities

7.1 Trash & Litter Pick Up

Notwithstanding any other provisions herein, for a period of five years following the date hereof, or until the MDC receives funding of \$1,000,000 in annual Southwest Corridor

Parkland appropriations, whichever is sooner, MBTA shall be responsible for all trash and litter pick-up in the Parkland.

7.2 The Egg Factory Facility

The MBTA has acquired a facility located at the intersection of New Heath and Broml̃ey Streets in Roxbury, which has been renovated in accordance with plans approved by the MDC, for use as a maintenance and storage facility for the Parkland. The MBTA and the MDC will enter into a long term lease of this Property for \$1.00 a year. The MDC will have the right to make other improvements to this building or the surrounding grounds at its own cost. Any improvements must be submitted to the MBTA's Chief Engineer for prior written approval. For the term of the Lease, the MDC will have the full responsibility for the maintenance, repair and upkeep of that facility. MBTA will assign to MDC all warranties received as part of the construction contract.

VIII. **Police Jurisdiction**

It is the intention of both parties to extend to the police officers of the MDC and the MBTA full power and authority to enforce the laws of the Commonwealth and the Rules and Regulations of the Commission and the MBTA in those areas covered by this agreement. The parties hereto, and each of them, therefore, hereby grant to the police

officers of the other full authority to exercise the powers and privileges referred to above within the Parkland limits. This does not exclude City of Boston Police.

IX. Dispute Resolution

The parties acknowledge that the efficient operation of the Parkland and the transit corridor requires that any disagreements which arise between the parties be resolved expeditiously. To that end, during the first year of operation of this Agreement, the General Manager of the MBTA, and the Commissioner of the MDC or their designees, shall meet on a regular basis to monitor the progress of the implementation effort, and to identify and resolve any potential problems.

X. Warranties and Indemnification

In the use and maintenance of the Parkland and areas under license, the MBTA and MDC will each indemnify and hold the other harmless from and against any and all claims, losses, injuries or damage arising out of its negligence, acts, or failure to conform to the provisions of this Agreement.

XI. Survival

All representations, undertakings and promises made by either party to this Agreement, unless otherwise specifically stated or required by the context, shall survive the conveyance of the Parkland, notwithstanding the

absence of language to that effect in the particular section in which a representation, undertaking or promise is expressed. In the event of any inconsistency between this Agreement and any conveyance or delivered pursuant to this Agreement, the conveyance document shall govern.

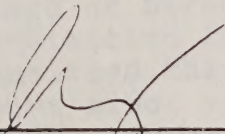
XII. Amendment

This Agreement may not be amended except through a writing executed by both the MDC and the MBTA.

Signed this 23rd day of February, 1990.

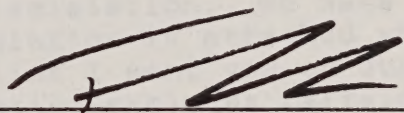
Approved as to form:

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY



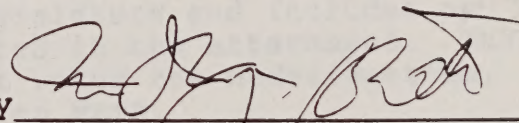
Gregory C. Flynn
General Counsel

GRM

By 

Thomas P. Glynn
General Manager

METROPOLITAN DISTRICT
COMMISSION

By 

M. Ilyas Bhatti
Commissioner

1/30/90

**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

Law Department
Transportation Building
Ten Park Plaza
Boston, Massachusetts 02116

March 12, 1990

Mr. Paul McCann
Executive Assistant to the Director
Boston Redevelopment Authority
1 City Hall Square
Boston, Massachusetts 02201

Re: BRA vote of 06/25/87 regarding sliver
parcel in South End Urban Renewal Area

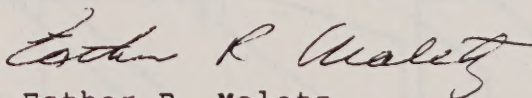
Dear Paul:

On June 27, 1989, I wrote to you regarding certain parcels of land in the Southwest Corridor which had been designated to the MBTA by the Boston Redevelopment Authority Board of Directors and which we intended to include for acquisition in our MDC Parkland legislation. We have now finalized this listing and a tabulation is attached which shows minor variations from the list I sent you on June 27, 1989. You will note that the listing excludes certain portions of the parcels along Carleton Street which had been designated to MBTA, and I understand that under your process a dedesignation is in order. The parcels to be dedesignated are colored in red on the attached plan.

The revised Parkland legislation is now almost ready for submission to the legislature and includes as acquisitions those parcels listed in the attachment. The BRA Board should at the time it votes the dedesignation, vote to transfer these parcels to MBTA.

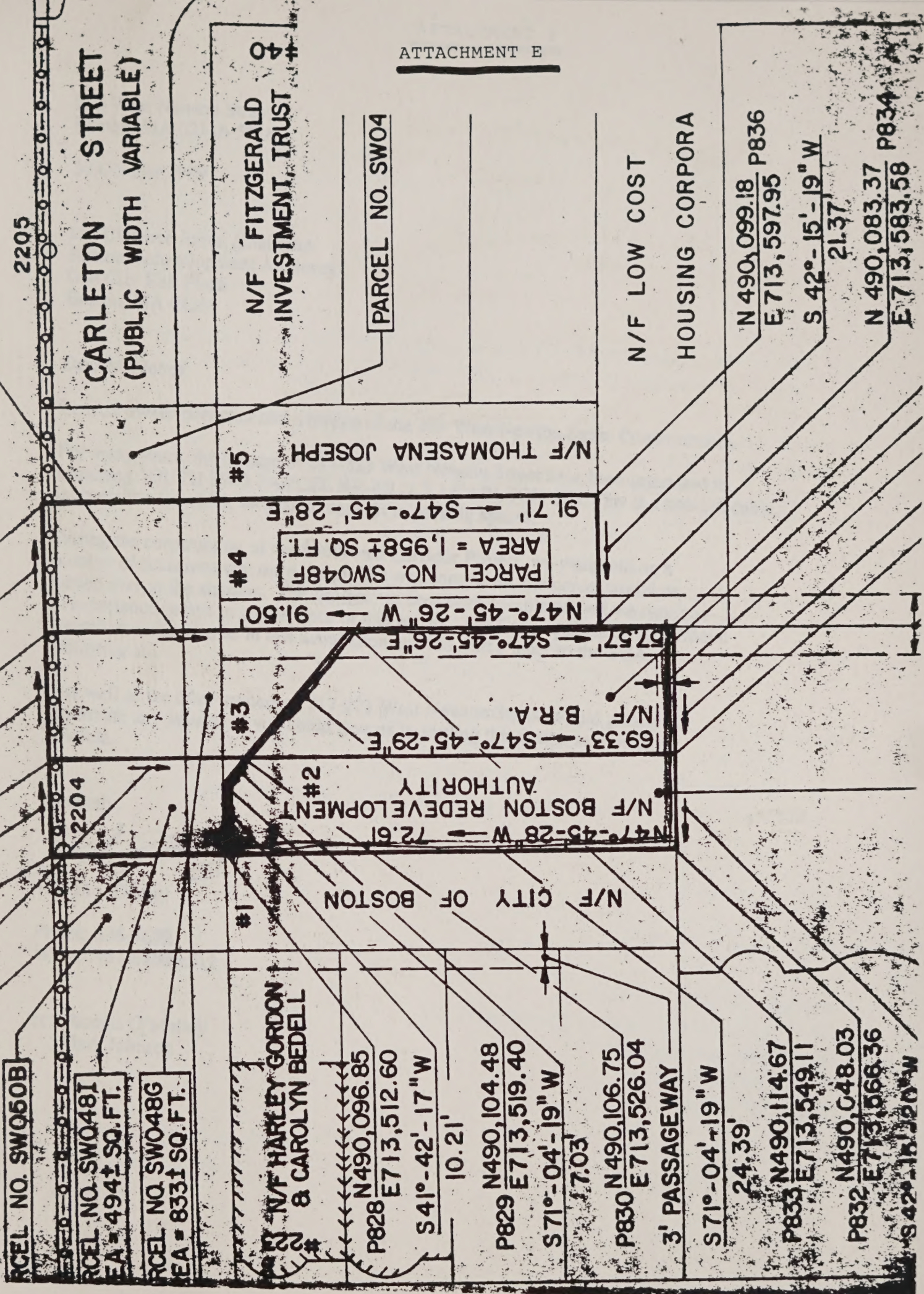
Please let me know if you have any questions.

Sincerely yours,



Esther R. Maletz
Assistant General Counsel

ERM:caw
Enclosure
cc: G. Flynn
D. Ocasio
M. Ferriera



223 West Newton Street
Boston, MA 02116-5818

30 October 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

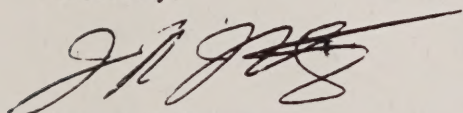
I am an owner-occupant and a trustee of the 223 West Newton Street Condominium.

For many years, the owners of 217-223 West Newton Street have been interested in acquiring SOUTH END PARCEL RR-4B (1,2,3 CARLTON ST). This is a non-buildable, inaccessible lot which we plan to convert to parking spaces.

During the construction of the Southwest Corridor Project, we were told on a number of occasions that once the project was completed, the parcel would be turned over to the abutters. The project has now been completed, yet we continue to experience delays in conveyance of this parcel. The Cosmopolitan Neighborhood Association supports us in this acquisition and has sent a letter to the BRA indicating so.

I, as well as the other owners of 217-223 West Newton Street, would greatly appreciate any assistance you could give us in settling this matter as quickly as possible.

Sincerely,



Joseph J. Demty

Phone: 536-7672
Work: 451-6808 x512

cc: Thomas O'Malley
Mark Johnson

October 27, 1989

To:

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston MA 02201

Dear Mr. Jones,

I'm an owner of a condominium unit at 223 West Newton Street and am also a trustee for the 223 West Newton Street Condominium Trust.

Since moving into the building 8 years ago, the owners of our building and other owners of the properties from 217 to 223 West Newton Street have been interested in acquiring the property that abuts the back of our buildings. This block of property has been labeled **South End Parcel RR-4B - 1, 2, and 3 Carlton Street.**

From the time we moved in, and during the entire time of the construction of the South End Corridor were told on a number of different occasions that once this project was completed, the property we are interested in would be turned over to the abuters.

Now that the construction has finally been completed, we look forward to having this matter settled as soon as possible. I'm sure all of the owners from 217-223 West Newton Street will appreciate any assistance you can give us in speeding up the settlement of the matter.

Very Truly Yours,



James J. Sullivan, Trustee
223 West Newton Street Condominium Trust
223 West Newton Street
Boston, MA 02116
Phone: 236-2084

CC: Thomas O'Malley ✓
and Mark Johnson

Paul Pedulla

October 17, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
1 City Hall Plaza
Boston MA 02201

Dear Clarence:

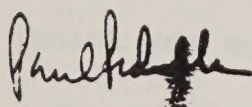
I am writing to express my interest in acquiring a share of ownership in the land behind 217, 219, 221 and 223 West Newton Street known as Parcel RR-4B or 1, 2, 3 Carleton Street.

The BRA promised to turn over Parcel RR-4B to the abutters when the Southwest Corridor Project was completed. This action has the full support of the Cosmopolitan Neighborhood Association. As you may know from reading some of our past correspondence, we have been waiting for this land for many years. In the meantime, protecting this land from trash, debris and unauthorized vehicles has not been easy.

I was pleased to find out recently that the BRA is planning to proceed on this matter in the near future. When the BRA turns over RR-4B to the abutters, I would like to make sure the portion behind 217 West Newton Street is turned over to the 217 West Newton Condominium Trust.

Please contact me when necessary to advise about procedure. Thank you for your time and interest.

Sincerely,



Paul Pedulla
Trustee
217 West Newton Condo Trust

cc: Mark Johnston

October 26, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
1 City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

For quite sometime now the owners of the property represented by the 219 W. Newton Street Trust have been interested in acquiring the property directly behind ours. Furthermore, it is our understanding that the B.R.A. is considering turning over this property.

In light of the above, we would at this time reiterate our interest in this piece of land, formally parcel RR-4B or 1,2 and 3 Carlton Street, and thank you in advance for any endeavours that the Boston Redevelopment Authority might make in order to facilitate the conclusion of our past efforts.

We would like to add to the above that our contract for the maintenance of 219 W. Newton Street includes clean up of any debris in the property behind our building, that is, parcel RR-4B.

Thank you again for your good efforts,

Boris V. Marchegiani
Boris V. Marchegiani

219 W. Newton St. Trust - Trustee

cc: Mr. Mark Johnston

217 West Newton Street
Boston, MA 02116
April 6, 1987

Mr. Steven Coyle
Director
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

Maybe you can help us solve a very frustrating problem.

For a long time now, we have been told by the BRA that Parcel RR-4B, once known as 1, 2 and 3 Carleton Street, would be turned over to the abutters at 217, 219, 221 and 223 West Newton Street. Since this parcel is small, non-buildable and of no value to the city, we were told the property would be sold to us at a modest price. We still anticipate this to happen.

The problem is, Parcel RR-4B has, in the meantime, become an eye sore for us and for our neighbors, and an embarrassing situation for the city. Next to the Southwest Corridor Park, which will soon be fully landscaped, Parcel RR-4B presents a striking contrast with abandoned cars and construction debris. It has also become a free-for-all parking area for outsiders who leave their cars behind our buildings.

Furthermore, we have no place to put our trash barrels. Cars run them over and city trash collectors often can't get to them. When we attempted to place our barrels on the other side of the alley, a nearby Braddock Park resident posted a sign requesting us to remove them.

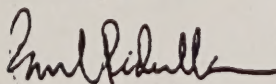
We are frustrated. If this land had been turned over to us on schedule, we would have completed the landscaping and parking by now, and we would have a place to put our trash barrels. Our neighbors would be happy.

All we want is what the rest of the buildings on our block have - the land between our buildings and the alley. It is important to note that our neighbors and the Cosmopolitan Neighborhood Association support us in this effort. We know the BRA supports us, too.

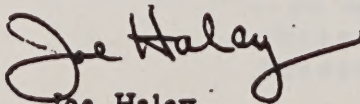
Enclosed are photographs of Parcel RR-4B as it now appears, our plans for the land, and copies of past correspondence with your office.

Please advise us. We are desperately trying to expedite this matter.

Sincerely,



Paul Pedulla
217 West Newton St.
247-1390



Joe Haley
221 West Newton St.
536-7301

cc: M. Faria, D. Olivo, C. Driscoll, D. Lee, J. Sullivan

CC MF
TW
Central**Cosmopolitan Neighborhood Association**

NOV-2, 1988

Stephen Coyle
Director Boston Redevelopment Authority
One City Hall Plaza
Boston, Ma 02201

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AND.....

RE: 1, 2, and 3 Carlton Street

Dear Mr. Coyle;

At a meeting of the Cosmopolitan Neighborhood Association an overwhelming vote of support was given to the abutters of 217, 219, 221, and 223 West Newton Street in their quest to have the land behind their property transferred to them. Many members remember this promise made by the BRA and the MBTA at the meetings prior to the beginning of construction of the Orange/Amtrak lines.

This land is known as 1, 2, 3 Carlton Street. It is not buildable. It is surrounded on one side by a 10-15 foot wall and community gardens on the other side.

The Cosmopolitan Neighborhood Association requests your immediate action after an eight year wait. This land transfer would eliminate an unsightly lot strewn with abandoned cars, car parts, bottles, garbage, vagrants and illegal parking.

Since we have rear garbage pick-up, our garbage must be put behind another property. The illegally parked cars makes it impossible to for garbage trucks to even get to some of the rear pick-up locations.

It was understood that once construction was finished that this land would be transferred to these abutters. Subsequently, the land was transferred to the BRA. You were going to address this in SENHI I and now you are saying SENHI II. What specifically are your plans? Why can't you transfer it back to the abutters? If you want to maintain control or turn it into public alley space that might work also. But your track record of maintenance and control at 1, 2, 3 Carlton Street is shoddy at best.

Your assistance in bringing this matter to a close would be greatly appreciated. I have attached a letter written to you on April 6, 1987 expressing the abutters concerns and frustrations with the situation.

Sincerely,

Christine Vezetinski
Christine Vezetinski,
President

cc: Mary Snyder.
MARIA FARET